

APPENDIX
PERFORMANCE MEASUREMENTS
CALIFORNIA/NEVADA

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APPENDIX PERFORMANCE MEASUREMENTS**1. INTRODUCTION**

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell (**SBC-NEVADA**), Pacific Bell Telephone Company (**SBC-PACIFIC**), The Ohio Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **SBC-PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.3 As used herein, **SBC-NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.4 As used herein, the term “**Service Bureau Provider**” means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC’s OSS application-to-application interfaces.
- 1.5 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC-PACIFIC/SBC-NEVADA** is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined other than in this Appendix, such as, for example, relevant federal or state statutes, FCC and state commission decisions/regulations, tariffs, and the Interconnection Agreement to which this Appendix is attached.
- 1.6 Except as otherwise provided herein, the service performance measures ordered by the state Commission that approved this Agreement under Section 252(e) of the Act, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties. In the event that the state commission that approved this Agreement subsequently orders liquidated damages/remedies with respect to performance measures in a proceeding binding on both parties, the parties agree to incorporate commission-ordered liquidated damages/remedies into this Agreement

by reference and effective as of the date of the order unless otherwise agreed by the parties.

- 1.7 In addition to the exclusions described in the performance measures and remedy plans ordered by the state commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, **SBC-PACIFIC/SBC-NEVADA** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to SBC-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.
- 1.8 Any payment by **SBC-PACIFIC/SBC-NEVADA** pursuant to the remedy plan may be by either direct payment (such as a check) or by bill credit, at CLEC's option.

2. CALIFORNIA AND NEVADA PERFORMANCE MEASUREMENTS

- 2.1 The performance measurements listed in Table 2.1 below apply to **SBC-PACIFIC**.

Table 2.1

Measure Number		Page Number
	<i>PRE-ORDERING</i>	
1	Average Response Time (to Pre-Order Queries)	11
	<i>ORDERING</i>	
2	Average FOC/LSC Notice Interval	15
3	Average Reject Notice Interval	19
4	Percent of Flow Through Orders	21
	<i>PROVISIONING</i>	
5	Percentage of Orders Jeopardized	22
6	Average Jeopardy Notice Interval	25
7	Average Completed Interval	28
8	Percent Completed within Standard Interval	32
9	Coordinated Customer Conversion	35
9A	Frame Due Time (FDT) Conversions as a Percentage on Time (Pacific Bell Only)	37
10	LNP Network Provisioning	38
11	Percent of Due Dates Missed	39
12	Percent Due Dates Missed Due to Lack of Facilities	43
13	Delay Order Interval to Completion Date	46
14	Held Order Interval	49

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15	Provisioning Trouble Reports	53
15A	Average Time to Restore Provisioning Troubles	55
16	Percent Troubles in 30 days for New Orders (Specials)	57
17	Percent Troubles in 7 (10) days for New Orders (Non-Specials)	60
18	Completion Notice Interval	63

MAINTENANCE

19	Customer Trouble Report Rate	65
20	Percent of Customer Trouble not Resolved within Estimated Time	68
21	Average Time to Restore	72
22	POTS Out of Service less than 24 Hours	75
23	Frequency of Repeat Troubles in 30 day period	77

NETWORK PERFORMANCE

24	Percent Blocking on Common Trunks	80
25	Percent Blocking on Interconnection Trunks	81
26	NXX Loaded by LERG Effective Date	82
27	<i>Measure Deleted</i>	83

BILLING

28	Usage Timeliness	84
29	Accuracy of Usage Feed	86
30	Wholesale Bill Timeliness	88
31	Usage Completeness	89
32	Recurring Charge Completeness	90
33	Non-Recurring Charge Completeness	91

Measure
Number

Page
Number

34	Bill Accuracy	92
35	(replaced with)Billing Completion Notice Interval (Pacific Bell only)	93
36	Accuracy of Mechanized Bill Feed	94

DATABASE UPDATES

37	Average Database Update Interval (Pacific Bell Only)	97
38	Percent Database Accuracy (Pacific Bell Only)	98
39	E911/911 MS Database Update	99

COLLOCATION

40	Time to Respond to a Collocation Request	100
41	Time to Provide a Collocation Arrangement	102

INTERFACES

42	Percent of Time Interface is Available	104
43	<i>Measure Deleted</i>	105
44	Center Responsiveness	106

- 2.2 The performance measurements listed in Table 2.2 below apply to **SBC-NEVADA**.

Table 2.2

Nevada Performance Measurements

Pre-Ordering Measure 1

Title: Average Response Time (to Pre-Order Queries)

Ordering Measure 2

Title: Average FOC Notice Interval

Ordering Measure 3

Title: Average Reject Notice Interval

Ordering Measure 4

Title: Percentage of Flow-Through Orders

Provisioning Measure 5

Title: Percentage of Orders Jeopardized

Provisioning Measure 6

Title: Average Jeopardy Notice Interval

Provisioning Measure 7

Title: Average Completed Interval

Provisioning Measure 8

Title: Percent Completed Within Standard Interval

Provisioning Measure 9

Title: Coordinated Customer Conversion as a Percentage On-Time

Provisioning Measure 10

Title: PNP Network Provisioning

Provisioning Measure 11

Title: Percent of Due Dates Missed

Provisioning Measure 12

Title: Percent of Due Dates Missed Due to Lack of Facilities

Provisioning Measure 13

Title: Delay Order Interval to Completion Date (For Lack of Facilities)

Provisioning Measure 14

Title: Held Order Interval

Provisioning Measure 15

Title: Provisioning Trouble Reports (Prior to Service Order Completion)

Provisioning Measure 16

Title: Percentage Troubles in 30 Days for New Orders

Provisioning Measure 17

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Provisioning Measure 18

Title: Average Completion Notice Interval

Maintenance Measure 19

Title: Customer Trouble Report Rate

Maintenance Measure 20

Title: Percentage of Customer Trouble Not Resolved Within Estimated Time

Maintenance Measure 21

Title: Average Time to Restore

Maintenance Measure 22

Title: POTS Out of Service Less Than 24 Hours

Maintenance Measure 23

Title: Frequency of Repeat Troubles in 30 Day Period

Network Performance Measure 24

Title: Percent Blocking on Common Trunks

Network Performance Measure 25

Title: Percent Blocking on Interconnection Trunks

Network Performance Measure 26

Title: NXX Loaded by LERG Effective Date

Network Performance Measure 27

Title: Network Outage Notification

Billing Measure 28

Title: Usage Timeliness

Billing Measure 29

Title: Accuracy of Usage Feed

Billing Measure 30

Title: Wholesale Bill Timeliness

Billing Measure 31

Title: Usage Completeness

Billing Measure 32

Title: Recurring Charge Completeness

Billing Measure 33

Title: Non-Recurring Charge Completeness

Billing Measure 34

Title: Bill Accuracy

Billing Measure 35

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Billing Measure 36

Title: Accuracy of Mechanized Bill Feed

Database Updates Measure 37

Title: Average Database Update Interval

Database Updates Measure 38

Title: Percent Database Accuracy

Database Updates Measure 39

Title: E911/911 MS Database Update Average

Collocation Measure 40

Title: Average Time to Respond to a Collocation Request

Collocation Measure 41

Title: Average Time to Provide a Collocation Arrangement

Interfaces Measure 42

Title: Percentage of Time Interface is Available

Interfaces Measure 43

Title: Average Notification of Interface Outages

Interfaces Measure 44

Title: Center Responsiveness

3. PROCEDURAL SAFEGUARDS AND EXCLUSIONS

- 3.1 SBC agrees that the application of the assessments and damages provided for herein is not intended to foreclose other noncontractual legal and regulatory claims and remedies that may be available to CLEC. By incorporating these liquidated damages terms into an interconnection agreement, SBC and CLEC agree that proof of damages from any “noncompliant” performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. SBC and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 3.2 CLEC and SBC will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC’s request for consultation, then SBC will allow CLEC to audit SBC’s performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces any problem identified during the 45 days of consultation period or if any new problem is identified, SBC shall reimburse a CLEC any expense incurred by the CLEC for such audit. An independent audit of SBC’s performance measurement data collection, computing, and reporting processes shall be conducted no later than twelve months after the effective date of a remedy plan, and not less than once every two years thereafter. The cost of this biannual audit shall be borne solely by SBC. This section does not modify CLEC’s audit rights under other provisions of this Agreement. SWBT agrees to inform all CLECs of any problem identified during the audit initiated by any CLEC.

4. xDSL

- 4.1 Service performance measures related to the provision of wholesale xDSL services by the ILEC adopted through the collaborative process or ordered by a state commission that approved this Agreement under Section 252(e) of the Act, including any subsequently commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference. In the

event that a state commission that approved this Agreement subsequently orders liquidated damages/remedies with respect to performance measures for xDSL services, the commission-ordered liquidated damages/remedies shall be incorporated into this Agreement and effective as of the date of the order.